

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

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|----------------------|---|------------------|
| SAMIA COMPANIES LLC, |) | |
| |) | |
| Plaintiff, |) | CIVIL ACTION |
| v. |) | NO. 11-12329-NMG |
| |) | |
| MRI SOFTWARE LLC, |) | |
| |) | |
| Defendant. |) | |

**REPORT AND RECOMMENDATION
ON DEFENDANT'S MOTION TO DISMISS**

September 4, 2012

DEIN, U.S.M.J.

I. INTRODUCTION

This action arises out of a Master License and Services Agreement under which the plaintiff, Samia Companies LLC ("Samia"), agreed to purchase computer software, consulting services and technical support services from the defendant, MRI Software LLC ("MRI"), which was previously known as Intuit Real Estate Solutions ("Intuit").¹ Samia claims that the defendant failed to provide certain software components that were promised as part of the parties' agreement, failed to complete the development of certain work required under the contract, improperly terminated technical support for which Samia had paid, and sold Samia system components that failed to function properly. By

¹ In 2009, Intuit Real Estate Solutions was purchased by a private equity firm and renamed MRI Software LLC. (Def. Mem. (Docket No. 9) at 2 n.1). Except as indicated herein, for purposes of this case, there is no relevant distinction between Intuit and MRI.

*After consideration of defendant's objections thereto (Docket No. 16),
Report and Recommendation accepted and adopted.*

SKM/Gorton, USDJ 9/26/12